



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT

Original Modification 07/24/22

FMH 840 - Attachment 1 - 2020

Page 1 of 6

1. IDL AREA OR FPD a. Name and address: Idaho Department of Lands, Maggle Creek Supervisory Area 913 3rd Street Kamiah, ID 83536 b. Phone Number: 208-935-2141 c. FAX Number: 208-935-0905 d. Email:		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): IDL 420-21-002 3. EFFECTIVE DATES OF AGREEMENT: a. beginning 06/01/2021 b. ending 06/01/2023																																													
4. CONTRACTOR a. Name and address: Cloningers Inc. 311 Main Street, P.O. Box 728 Kamiah, ID 83536 b. <input checked="" type="checkbox"/> ATTACH W-9: c. Email: d. Phone Number: 208-935-2151 FAX Number: Cell Phone Number:		5. POINT OF HIRE (Location when hired if different than Block 4):	6. ORDERING DISPATCH CENTER																																												
		7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)																																													
		8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT																																													
		9. Contractor Authorized Commissary: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																													
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15. Will work in the following areas: <input type="checkbox"/> FPD <input type="checkbox"/> FPD <input type="checkbox"/> FPD <input checked="" type="checkbox"/> GVC Dispatch Zone <input type="checkbox"/> All State Protection		16. SPECIAL PROVISIONS: DO NOT CHARGE IDAHO STATE TAX. 20% GRATUITY (maximum 18%) must be included & within maximum per diem rates. No meals should be served without the appropriate meal authorization form. Buffet style rates will be negotiated prior to meal. Alcoholic beverages cannot be included in meals.																																													
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Tara L. Wilkins		18. DATE 5/12/21	21. IDL REPRESENTATIVE Dave A. Schwartz																																												
19. PRINT NAME AND TITLE Tara L. Wilkins		20. DATE 5/12/21	22. DATE 5-13-21																																												
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REV. 3/17

Tara L. Wilkins

7/13/21

Kevin P. Chaffee 7/24/22



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this Agreement/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this Agreement/Contract shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident, point of inspection or return to the Point of Hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the Point of Hire after being released, except as provided in Clause 7 of these General Clauses.

Lowboy/Transport:

- Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply:
 1. If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government.
 2. Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or 65% of the minimum daily guarantee, whichever is greater will be paid until the transport is released. The decision to retain the transport must be documented on the shift ticket.
- If there is a single operator for both the heavy equipment and transport, the transport guarantee is reduced to 65% of the transport minimum daily guarantee. The mileage is not reduced.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest half hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

Rates of Payments - Rates for equipment hired with Contractor-Furnished Operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*Column 12*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rate** (*Column 13*)- shall apply when specified.
3. **Guarantee-** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 14. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 14. The guarantee is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power, it is compensated under the work rate.

Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or designee or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

Insurance Requirements:

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with an Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary, and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.
2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

Dozers, Excavators, Feller/Buncher, Skidders, Heavy Equipment, Transport Vehicles/Lowboys

1. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
2. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.
3. Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

Fully Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, 2x4 and 4x4, Sport Utility Vehicles, Trucks (stake side/stock)

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**IDAHO DEPARTMENT OF LANDS
PRESEASON CONTRACT PROVISIONS AND SACK LUNCH SPECIFICATIONS**

Since the needs of the Government and availability of Contractor during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the service listed herein to the extent the Contractor is willing and able at the time of order.

Sack Lunch Options

Note: Small deviations from the minimum amount for the commercially packaged products may be allowed with prior approval from the IC.

MEAL ITEM	MINIMUM AMOUNT	SPECIFICATIONS AND COMMENTS
PRIMARY AND SECONDARY MEAL		
Sandwich with choice of meat :		LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS CATEGORY Regular and Vegetarian Primary Meal shall be a sandwich or a wrap. Sandwiches may be all meat or a combination of meat and cheese.
Turkey	4 oz	
Ham	4 oz	
Chicken	4 oz	
Roast Beef	4 oz	
Multi-meat (hoagie style)		
Burrito/Chimichanga:	1 ea	Must be factory wrapped.
Beef		
Chicken		
Pork		
Bean		
Rice and Cheese		
Hard Salami or Summer Sausage	4 oz	Salami Sticks/Jerky are not acceptable as Primary or Secondary Meal
Hard Boiled Eggs	2 eggs	In addition to the Primary and Secondary Meal
Peanut Butter and Jelly Sandwich	6 oz each	Per sandwich
Spam	Single packet	With FDUL approval. Include foil
Tuna	One packet	
Cobb Salad	8 oz	4 oz. protein Freshly Made with FDUL Approval
Ground beef patties	4 oz	With FDUL approval
Meatloaf	4 oz	With FDUL approval
Items with oz & Cal are either for items listed as each are standard serving size		

LUNCH MENU		MINIMUM AMOUNT	SPECIFICATIONS AND COMMENTS
WHOLE VEGETABLES			
Carrots	1 Cup	All chopped or cut vegetables will be 1 cup non compacted portions	
Sugar Snap Peas	1 Cup		
Celery	1 Cup		
Cucumber	1 Cup		
Baby Bell Peppers	1 Cup		
Avocado	1 Cup		
Other		Approved by FDUL	
ENERGY SNACKS			LUNCHES WILL CONTAIN 6 DIFFERENT ITEMS FROM THIS CATEGORY
Granola bar	1 ea	Nature Valley® or equal quality	
Energy bar	1 ea	ProBar™, LUNA®, LARABAR®, odwalla®, Tigers Milk®, CLIF®, or equal quality	
Trail mix	3 oz		
Candy bar	1 ea	Snickers®, Milky Way®, Butterfinger®, or equal quality	
Beef or Turkey Jerky	2 oz		
Bagel	1 full or 2 minis		
Cheese	2 ea	Babybels®, or cheese stick	
Crackers	1oz/130 Cal	Goldfish® or another non-crushable type	
Nuts	1 oz	Almonds, Pistachios, or mixed variety	
Sandwich Crackers	1oz/150 Cal	Peanut butter, cheddar, or other varieties	
Muffin	3 oz		
Baked potato chips	1oz/160 Cal	Baked potato chips, tortilla chips, or similar variety	
Fruit or vegetable squeeze pouch	3oz	Applesauce, or mixed varieties	
Non-sugared dried fruit	200 Cal	Apple rings, bananas, apricot, pear, cranberry, raisin, plum	
Granola	4 oz	Loose-not in bar form	
Dill pickle pack		Mt. Olive on the go picklePAKs, or equivalent	
Fruit straps	2 ea		
Fruit bar	1 ea		
Single serving peanut butter pouch	1oz/200 Cal		
Pretzels	110 Cal	Plain or peanut butter flavored	
Seeds	1 oz	Sunflower, pumpkin, or other varieties	
Graham crackers			
Fig cookies			
Items with 10oz & 6oz are either 10oz or 6oz. Items listed as each are standard serving size.			



IDAHO DEPARTMENT OF LANDS
P-CARD AND VENDOR PAYMENT CHECKLIST
(FOR PURCHASING MEALS DURING FIRE SUPPRESSION ACTIVITIES)

DATE & TIME	RESOURCE ORDER # S -	FIRE/INCIDENT NAME	FIRE/INCIDENT NUMBER	PROJECT CODE
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VENDOR	PRINT NAME																								
Name: _____	1. _____																								
Phone: _____	2. _____																								
Address: _____	3. _____																								
Chief of Party (Print Name) _____ <i>(Chief of Party <u>Must</u> Complete Prior To Processing Transaction)</i>	4. _____																								
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 30%;">Meal Type</td><td style="width: 30%;">Suppression Meal Rate</td><td style="width: 40%;">(Includes Gratuity)</td></tr><tr><td><input type="checkbox"/> Breakfast</td><td>\$ _____</td><td rowspan="4" style="border: 1px solid black; text-align: center; vertical-align: middle;">Total Ticket Amount \$ _____</td></tr><tr><td><input type="checkbox"/> Lunch</td><td>\$ _____</td></tr><tr><td><input type="checkbox"/> Dinner</td><td>\$ _____</td></tr><tr><td><input type="checkbox"/> Sack Lunch</td><td>\$ _____</td></tr></table>	Meal Type	Suppression Meal Rate	(Includes Gratuity)	<input type="checkbox"/> Breakfast	\$ _____	Total Ticket Amount \$ _____	<input type="checkbox"/> Lunch	\$ _____	<input type="checkbox"/> Dinner	\$ _____	<input type="checkbox"/> Sack Lunch	\$ _____	5. _____												
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	17. _____																								
	18. _____																								
	19. _____																								
	20. _____																								
Signature Chief of Party: _____	<input type="checkbox"/> Crew Manifest attached																								

EMERGENCY EQUIPMENT – USE INVOICE

PAGE 1 OF

1. CONTRACTOR a. name and address Joe's Burger Wagon 123 Main Street Smithville, ID 44444					2. INCIDENT OR PROJECT NAME TRANSFER ID-MCS-000469								
					3. AGREEMENT NUMBER (from OF-294) IDL-420-22-1234								
					4. EFFECTIVE DATES OF AGREEMENT a. beginning 06/01/2022 b. ending 06/01/2023								
5. EQUIPMENT (list make, model, serial number, etc.) Unique ID: Meals Joe's Burger Wagon Make: Supplies					6. POINT OF HIRE (location when hired) SMITHVILLE, ID								
					7. DATE OF HIRE 06/25/2022		8. TIME OF HIRE 0800						
9. ADMINISTRATIVE OFFICE FOR PAYMENT Idaho Department of Lands Bureau of Fire Management 3284 W Industrial Loop Coeur d'Alene, ID 83815					10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)								
					11. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT								
					12. RESOURCE ORDER NUMBER S-25								
13. YEAR 2017 MO DA		14. WORK OR DAILY RATE a. UNITS WORKED (MI/HR/DAY) b. RATE c. AMOUNT			15. SPECIAL RATE a. UNITS WORKED (MI/HR/DAY) b. RATE c. AMOUNT			16. TOTAL AMOUNT EARNED (14C + 15C)		17. GUARANTEE		18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)	
06 25		90.0 EACH \$9.00 \$810.00						SEE NEXT LINE		SEE NEXT LINE			
06 25		90.0 EACH \$11.00 \$990.00						\$1,800.00				1,800.00	
19. CHARGE CODE 72420 MCS00920					20. OBJECT CODE					23. GROSS AMOUNT DUE 1,800.00			
21. EQUIPMENT WAS DATE: <input type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN 06/25/2022 0800										24. ITEM 23 FROM PREVIOUS PAGE 0.00			
										25. TOTAL AMOUNT DUE 1,800.00			
22. REMARKS										26. DEDUCTIONS (attach statement) 0.00			
										27. ADDITIONS (attach statement) GRATUITY 0.00			
										28. NET AMOUNT DUE \$ 1,800.00			
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE: LINE 28, CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.													
30. CONTRACTOR'S SIGNATURE					31. DATE		32. RECEIVING OFFICER'S SIGNATURE				33. DATE		
34. PRINT NAME AND TITLE							35. PRINT NAME AND TITLE						